

Legal Protection For Consumers in Online Buying and Sellin Transactions in Indonesia Reviewed From Law Number 8 Of 1999 Concerning Consumer Protection

Glaidy Angelina Nayoan^{1*}, Nur Mohamad Kasim², Zamroni Abdussamad³

¹⁻³Gorontalo State University, Gorontalo City, Indonesia

Corresponding Author: nayoanglaidy@gmail.com*

Abstract. Due to the quick advancement of digital technology, online purchasing and selling has become easier. Online transactions do, however, come with a number of drawbacks, including fraud, mismatches between products and their descriptions, and privacy violations. With reference to Law Number 8 of 1999 on Consumer Protection, the purpose of this study is to examine the legal safeguards that Indonesian consumers have when making purchases online. The study's results, which were obtained using a normative juridical research methodology with an emphasis on statutory regulatory analysis, indicate that while the Consumer Protection Law creates a basic legal framework, more oversight and regulations are necessary to ensure its greater efficacy when applied in the digital sphere.

Keywords: Consumer Protection, Online Buying and Selling, Digital Transactions, Consumer Law

1. INTRODUCTION

Information and communication technology advancements have significantly altered economic activity, especially patterns of purchasing and selling. Online transactions, or e-commerce, have grown in popularity due to the availability of internet connectivity, which allows customers to purchase goods and services effectively and conveniently without being restricted by location. This tendency has expanded quickly in Indonesia due to the extensive usage of digital devices by people from all walks of life. Regulations pertaining to consumer protection for online purchases and sales have become crucial since, although they are very popular with the general public, these transactions differ from traditional ones in many ways, especially in their reach, which goes beyond national borders (Darnia et al., 2023). Online buying and selling transactions do, however, come with a number of risks and difficulties that could endanger customers, even with the ease they provide.

Technology has advanced to the point that electronic agreements are now necessary for online purchases and sales. Contract law rules still apply in cases when selling cosmetics online need legal certainty to shield customers from deceptive sales tactics. Civil law stresses the importance of honesty and transparency in transactions while acknowledging the legitimacy of agreements established online. In order to give customers legal assurance, e-commerce platforms that enable online cosmetic transactions are essential. The platform, as a third party, is in charge of making sure that the transaction process complies with the agreement in this

case, especially with regard to the delivery of goods and payment methods, according to the buying and selling theory.

Risks that consumers regularly face include fraud, discrepancies between the goods they receive and its description, and the abuse of personal information. Due to the difficult reporting process and the intricate legal rules governing online transactions, customers frequently lack the information or resources necessary to resolve the problems they encounter. When one party fails to meet their responsibilities, a number of problems develop in online buying and selling. However, because many legal aspects of online transactions are still obscure to the public, these problems continue to provide difficulties for law enforcement (Tumbel, Senewe and Setiabudhi, 2020). Therefore, the law plays a vital role in protecting consumers from a range of possible losses and rights violations in digital commercial activities.

Law Number 8 of 1999 on Consumer Protection governs consumer protection in Indonesia and aims to balance the relationship between consumers and business actors while providing legal certainty for customers. The Consumer Protection Law contains provisions pertaining to legal protection for both business players and consumers (Novita and Santoso, 2021). In order to safeguard consumer interests in a variety of transactions, this law specifies consumer rights, business actors' responsibilities, and dispute resolution procedures. However, it is crucial to evaluate how well this law handles the complexity inherent in online buying and selling transactions given the development of technology and the digitization of the economy.

The purpose of this study is to evaluate how well Law Number 8 of 1999 protects consumers in online transactions and to pinpoint areas that require improvement. The study aims to give a thorough overview of the legal issues in Indonesian e-commerce transactions using a normative legal approach and regulatory analysis. It also makes recommendations for regulatory reform that is better suited to the digital era.

2. METHODS

Based on Law Number 8 of 1999 on Consumer Protection, this study uses a normative legal approach to investigate consumer protection in Indonesian online sales and purchases. In order to discover, examine, and assess pertinent legal provisions and their application in the digital context, this method entails evaluating primary and secondary legal sources pertinent to the research issue (Irwansyah, 2020).

3. RESULTS AND DISCUSSION

Communication styles and social activities have changed significantly as a result of information technology. This worldwide occurrence is also noticeable in Indonesia (Puwa, Puluhalawa and Rahim, 2023). With internet data access services that provide efficiency, alternative locations, and limitless alternatives for users to engage in a variety of activities, including business, the development of information technology has resulted in the construction of a new information infrastructure. Many users of traditional commercial transactions have switched to electronic platforms as a result of this attractiveness (Alulu, Dunga and Abdussamad, 2024).

Online shopping platforms are becoming the main way that people buy a variety of goods, including cosmetics, in the rapidly changing digital era. Online transactions are becoming more and more appealing due to their ease of use, large selection of products, and affordable costs. But even with these benefits, there are still a number of concerns about consumer safety and security. In the modern world, globalization which is fueled by the quick development of information, communication, and technology is an unavoidable reality (Putri, Gilalo and R. Djuniarsono, 2024)

Significant changes in shopping habits and tastes brought about by the digital era have resulted in a broad shift toward e-commerce platforms (Yuyut Prayuti, 2024). E-commerce, or online buying and selling, has grown rapidly in Indonesia in tandem with advances in digital technology. Online transactions are becoming more and more popular due to their speed and ease, but they also come with a number of drawbacks, especially when it comes to safeguarding consumer rights. The main piece of legislation covering the rights and responsibilities of Indonesian consumers and business players is Law Number 8 of 1999 on Consumer Protection. The implementation of this rule to online transactions, however, faces a number of difficulties in the digital age and requires modifications to be more successful. The types of legal protection that consumers can obtain, the difficulties in applying the Consumer Protection Law in the digital sphere, and suggestions to improve its efficacy will all be covered in this part.

In order to maintain a balance of rights and responsibilities between business actors and consumers, consumer protection is now tightly linked to trade operations. Because it promotes wellbeing, consumer protection has drawn a lot of attention in Indonesia. A prosperous and thriving society can be achieved by keeping business actors and consumers in balance. Significant changes in the worldwide business climate, particularly in Indonesia, have been brought about by the e-commerce age (Rahman et al., 2023).

An important event for Indonesia was the passage of the Consumer Protection Law on April 20, 1999, which went into effect on April 20, 2000. This law improved consumers' negotiating power in protecting their rights and fostering a positive economic climate. This is mirrored in the law's explanation, which highlights that the system of laws safeguarding consumers is not intended to impede corporate actors. Conversely, the goal of consumer protection is to promote a positive business environment and support the expansion of firms that can withstand competition by offering high-quality products and/or services.

The development of advertising media is no longer only the duty of corporate actors in this quickly evolving digital age (Resti Riancana, Nur Moh. Kasim and Wantu, 2023). Innovations in industry and technology both contribute to and are a result of consumer protection. Consumer protection is becoming more and more crucial as industrial products change. The definition of consumer protection provided by the Consumer Protection Law is "all efforts that guarantee legal certainty to provide protection to consumers". The five guiding principles of consumer protection are described in the explanation of Article 2 of the Consumer Protection Law. Among these principles are the following: the principles of benefit, justice, balance, consumer safety and security, and legal certainty.

The following are some important details about the Consumer Protection Law's rules that online shoppers need to know :

1. Customers are entitled to products that correspond to the seller's description. Sellers are required by the Consumer Protection Law to provide accurate product descriptions, including information on color, size, weight, usage, material, production technique, condition, and other data.
2. Business actors are not allowed to give presents in the shape of goods or services or make promotional claims with the knowledge that they will not deliver them or complete the promised order in any way.
3. Online company owners are not allowed to include standard provisions that, for instance, transfer responsibility to the business actor, reject customer returns, or unilaterally impose new or additional regulations on customers.
4. Customers who use products or services offered by business actors are entitled to reimbursement for any harm, pollution, or other losses they experience.
5. The Consumer Protection Law allows for both out-of-court and in-court dispute resolution. Customers can complain to the Independent Consumer Protection Agency or the Consumer Dispute Resolution Agency if they think a corporate actor has wronged them. Within 21 working days of receiving the case, both organizations offer an expedited

out-of-court settlement for consumer protection issues. Within 14 working days, either party may file an appeal with the District Court if they disagree with the conflict resolution body's ruling.

These five points are only a handful of the Consumer Protection Law's articles that are seen to be most pertinent and helpful to online shoppers. One thing to keep in mind, though, is that transactions in online social network marketplaces frequently involve modest amounts and values. Because of this, even with the legal safeguards in place, consumers who suffer losses can decide not to disclose them. E-commerce consumer protection needs to be as easily available as feasible in order to handle the minor losses that numerous customers can incur. Our interactions and communication have changed dramatically as a result of the advancement of information and communication technologies (Kamba et al., 2024).

The author examines consumer protection from the standpoint of rights and obligations, drawing on Satjipto Rahardjo's theory regarding the various categories of legal conceptions. This idea clarifies how the law protects a person's rights while giving them the authority to act in their own best interests. In terms of consumer protection, the legislation gives customers the ability to use their power by, for example, requiring that companies deliver goods for which they have paid. In actuality, nonetheless, it is acknowledged that customers are responsible for the outcomes of their choices about the products and/or services that business actors provide. This frequently results in customers having less legal protection.

The Consumer Protection Law was created and implemented with the knowledge that Indonesia's current consumer protection laws were inadequate. It was decided that a thorough set of laws and rules was required to maintain equilibrium while protecting the interests of business players and consumers, thus promoting a robust economy. Social media may efficiently be used for promotion because it can reach a large audience. However, if social media promotions are not carried out in an ethical and responsible way, there may also be unfavorable effects (Abdussamad and Muhtar, 2022).

Johanes Gunawan asserts that legal protection for consumers can be put into place both before to and following a transaction. With internet data access services providing efficiency, alternative locations, and limitless alternatives for users to engage in various activities, including business, the development of information technology has resulted in the construction of a new information infrastructure. Many users of traditional commercial transactions have switched to electronic platforms as a result of this attractiveness (Alulu, Dungga and Abdussamad, 2024). There are various ways to give customers legal protection prior to a transaction, including :

1. Legislation, There are rules and regulations that can offer consumers legal protection prior to a transaction taking place. By establishing restrictions and guidelines that control interactions between customers and corporate players, these rules and regulations aim to safeguard consumers before a transaction occurs.
2. Voluntary Self-Regulation, Business actors are encouraged to voluntarily establish their own regulations prior to a transaction, providing a type of legal protection. The purpose of these self-imposed guidelines is to make sure that business actors conduct themselves with greater caution and accountability.

However, depending on the parties' preferences, consumers may receive legal protection following a transaction through the District Court or through extrajudicial channels like the Consumer Dispute Resolution Agency.

Any action taken by the state to maintain legal clarity and defend the rights of its citizens while avoiding infractions is referred to as legal protection. It entails holding people responsible for breaking rules and imposing penalties in line with the relevant legislation. Criminal and civil law enforcement will be among the repercussions for anyone who break these rules (Yulia and Eyato, 2024). Because customers frequently find themselves in a vulnerable position, legal protection is crucial. Conflicting interests between business actors and consumers can hinder their ability to fully profit from goods and/or services and cause them to suffer financial, emotional, or physical harm. This problem is further made worse by the absence of sufficient legislation to safeguard the interests of consumers. Given that consumers' positions have historically been weaker than those of business players, it is believed that by offering legal protection, a more equal legal standing between consumers and business actors can be achieved.

In light of this, protecting consumers in online transactions is essential. Law Number 8 of 1999 on Consumer Protection in Indonesia reflects the evolution of consumer rights outlined in UN Resolution Number 39/248 of 1985 on consumer protection, which is the source of today's recognized consumer rights. A number of consumer interests that need to be safeguarded are also listed in the United Nations (UN) Resolution Number 39/248 of 1985 on Consumer Protection (Guidelines for Consumer Protection), including (Widjaja and Yani, 2011) :

1. Safeguarding customers against hazards to their health and well-being.
2. Advancing and defending the socioeconomic interests of consumers.
3. Supplying customers with enough information to allow them to make decisions based on their own needs and preferences.

4. Education of consumers.
5. The presence of efficient redressal mechanisms.
6. The ability to create consumer organizations or other pertinent entities and give them the authority to speak for consumers' interests during decision-making.

The following requirements apply to consumers involved in e-commerce transactions who have suffered injury at the hands of business actors or sellers, as stated in Article 4 of Law Number 8 of 1999 on Consumer Protection :

1. The right to select products and/or services and to obtain goods and/or services that correspond to the agreed-upon price, terms, and guarantees is outlined in Article 4 Letter b. This implies that business actors or sellers are required to deliver goods that correspond with the agreed pricing, terms, and stated assurances when consumers are involved in e-commerce transactions. This clause seeks to guarantee that the products sold satisfy the needs and preferences of the customers.
2. According to Article 4 Letter c, customers are entitled to truthful, transparent, and accurate information about the guarantees and state of products and/or services. Business actors or sellers are expected to give clear information on the state, features, and other pertinent information of the products being sold in e-commerce transactions. This guarantees that customers are completely informed about the products, enabling them to use the information to make well-informed judgments about whether or not to buy the goods.

Consumers are harmed by the prevalence of fraud in online purchasing and selling activities conducted through e-commerce platforms. Regulations are therefore required to give consumers legal protection. As previously said, consumer protection is viewed as an endeavor to guarantee legal clarity and preserve the rights of consumers. Legal certainty, which guarantees that both business actors and consumers follow the law and obtain justice in the process, is one of the fundamental tenets of consumer protection. Building consumer trust in online transactions requires legal stability, which the state plays a critical role in ensuring.

As previously mentioned, Article 4 of Law Number 8 of 1999 on Consumer Protection seeks to give customers legal certainty and protection in this regard, as detailed below :

1. The right to safety, comfort, and security when using products and/or services.

The aforementioned nine consumer rights emphasize that the main and essential components of consumer protection are comfort, security, and safety (Miru and Yodo, 2010). Uncomfortable goods and/or services, especially those that are dangerous or endanger the safety of consumers, are obviously inappropriate for societal distribution. The right to make

product choices based on truthful, transparent, and accurate information is given to people in order to guarantee that goods and/or services are safe, comfortable, and do not pose any risks to customers. Customers have the right to be heard, support, fair treatment, direction, and reimbursement for any losses sustained in the event that any deviations occur that cause harm (Yani and Widjaya, 2003).

2. The right to choose products and/or services and have them delivered in line with the terms and agreed-upon price.

One fundamental right that no one can take away is the ability to choose. Customers can use this right to determine if the products and/or services being sold or exchanged satisfy their needs. Sutarman Yodo and Ahmadi Miru claim that :

"the right to select particular goods according to their requirements without interference from others. Customers can use this right to choose the quality and quantity of the things they want to buy, as well as to decide whether or not to buy them".

Customers have the freedom to choose how they want to consume a product. They shouldn't let outside forces limit their ability to make an informed purchase decision. They are also free to decide the particular thing they want to buy if they decide to buy. According to Sudaryatmo, having the freedom to choose entails that (Pangkerego and Anis, 2018) :

"Consumers ignorance of their rights is a major factor undermining their position. However, consumers are not always empowered just because they are aware of their rights. Regardless of their critical posture, consumers remain in a poor position when commodities are managed monopolistically since they have no other options. Customers should ideally be able to select the goods or services they want. Multiple options (more than one business actor) are necessary for consumers to compare the cost and quality of goods and services before making a selection."

3. The right to truthful, transparent, and accurate information regarding the state and warranty of products and/or services.

Naturally, every customer wants to prevent losses when using products and/or services. Businesses must give customers accurate and lucid information about the products and/or services they supply. Shidarta asserts that before making a purchase, customers should be fully informed about the features and circumstances of the goods or services in order to exercise their right to acquire correct information :

"There must be correct information included with every product that is offered to customers. To guarantee that customers do not have a false impression of the goods or services, this information is essential. Verbal explanations, media marketing, or inclusion on product packaging are just a few of the ways it can be conveyed."

Before spending their financial resources (such as their salary, wages, honoraria, or any other type of income) on consumer transactions involving goods and/or services, consumers must have knowledge about such goods and/or services.

Article 3 letter d of Law Number 8 of 1999 concerning Consumer Protection states that "consumer protection aims to create a consumer protection system that contains elements of legal certainty and openness of information and access to obtain information". Business actors are required to uphold a consumer's right to obtain truthful, accurate information regarding the state and guarantee of the goods and/or services they use, according to the consumer protection system's components of information transparency and accessible information. This right is a crucial component of consumer protection that companies ought to respect, claim Ahmadi Miru and Sutarman Yodo :

"Since inadequate information given to customers may be a type of product fault, specifically an instruction defect or a defect resulting from inadequate information, the right to accurate information is essential. Giving customers a correct knowledge of a product is the goal of this right to clear and accurate information. With this knowledge, customers may make well-informed decisions that suit their requirements and prevent losses from improper use of products".

As previously explained, internet transactions frequently entail ambiguous information regarding the products being sold. For instance, a product may be misrepresented as authentic and compliant with safety regulations when, in reality, it is a fake that does not fulfill such requirements.

4. The right to have one's opinions and complaints acknowledged regarding the goods and/or services utilized.

Sutarman Yodo and Ahmadi Miru believe that :

"A consumer has the right to be heard in order to stop prospective harm or to stop additional harm. This right may entail voicing concerns about government policies that affect the interests of consumers or posing inquiries about particular items when the information supplied is inadequate".

As previously mentioned, it is well known that many consumer concerns in online transactions go unanswered by vendors or even the online marketplace itself. When vendors do reply, they frequently point the buyer to the application, which makes the process take a long time. Customers are severely harmed by this circumstance because they have a fundamental right to file complaints, particularly if the products they receive are defective or do not live up to their expectations.

5. The right to obtain advocacy, protection, and appropriate measures for resolving consumer protection disputes.

As the cornerstones of consumer protection, this right essentially seeks to guarantee the comfort, security, and safety of consumers. It is obvious that goods or services that are uncomfortable, dangerous, or put customers in danger should not be distributed. Additionally, this right guarantees that the provision of products and/or services is founded on truthful, open, and accurate information. Consumers are entitled to advocacy, guidance, fair treatment, and adequate compensation, including damages if necessary, in the event of any detrimental deviation.

6. The right to access consumer guidance and education.

According to Sutarman Yodo and Ahmadi Miru :

"The goal of the right to consumer education is to give customers the information and abilities they need to avoid product losses. Customers can choose the things they need with greater discernment and caution thanks to this instruction".

Regarding the right to consumer education, Shidarta believes that:

"In Indonesia, consumer protection is a relatively recent topic. Many customers are therefore still ignorant of their rights. Legal awareness and knowledge of these rights are strongly related. The more knowledgeable the community is about the law, the more they will respect their own and others' rights. Business actors are frequently required to take consumer rights into account while offering consumer education".

Particularly when it comes to transactions made through online shopping applications, consumer education is essential. This is significant since these platforms are used for transactions by children, teens, and adults alike. Requiring all users or registrants to understand the terms and transaction processes of trustworthy online shopping programs is one way to educate consumers. This guarantees that customers make knowledgeable and prudent decisions, buying only what they actually need.

7. The right to receive fair, honest, and non-discriminatory treatment or service.

As stated in Article 4, letter g of Law Number 8 of 1999 concerning Consumer Protection, "Consumers have the right to be treated or served properly, honestly, and without discrimination based on ethnicity, religion, culture, region, education, wealth, or social status." Additionally, business actors are obligated not to engage in discrimination when serving consumers, as outlined in Article 7, point c of the same law: "The obligations of business actors include: c. to treat or serve consumers properly, honestly, and without discrimination."

Article 28I, number 2 of the 1945 Constitution states that everyone has the right to be free from discriminatory treatment on any grounds and is entitled to protection from such discriminatory actions. "Everyone has the right to be free from discriminatory treatment on any basis and has the right to receive protection against such discriminatory treatment."

Furthermore, Article 28I, number 4 emphasizes that the state, particularly the government, is responsible for providing protection, promotion, enforcement, and fulfillment of human rights. "Everyone has the right to be free from discriminatory treatment on any basis and has the right to receive protection against such discriminatory treatment."

8. The right to receive compensation and/or a replacement if the goods and/or services provided do not meet the agreement or are not as expected.

Restoring an imbalanced or damaged condition brought on by using products and/or services that fall short of customer expectations is the goal of the right to compensation. The harm that products inflict, whether it be in the form of money losses or injury to the consumer's health (such as illness, incapacity, or even death), is directly related to this right.

Customers are entitled to fair recompense if they feel that the quantity and quality of the goods and/or services they received did not match the price they paid. The parties' agreement determines the kind and quantity of compensation. Consumers have the right to reimbursement, damages, and/or replacement if the goods and/or services they obtain do not live up to expectations or meet the terms of the agreement, as stated in Law Number 8 of 1999 concerning Consumer Protection, Article 4, letter h. However, under Article 7, letter g of the same law, business actors are required to offer replacements, damages, or compensation in the event that the goods and/or services delivered do not meet the terms of the contract.

Consumers who use online shopping applications generally have the following rights: (i) the right to consumer security and comfort, especially with regard to privacy and personal data; (ii) the right to clear information prior to entering into an electronic contract; and (iii) the right to receive goods and/or services that are in line with expectations and commensurate with

the expenses incurred. It is commonly acknowledged that the right to security and comfort includes all facets of the electronic system that impact customer privacy and personal data, in addition to the provider's secure physical and logical operation of the system. Customers' identities, personal information, and purchasing habits are all included in this (Makarim, 2014).

Customers usually have to give the business actor personal information in every transaction. But frequently, this comes without a legal requirement for the organizer to make sure that the gathering, storing, and use of this data won't be used illegally.

The government's propensity to put industry's interests first, which is viewed as a critical component of the country's development, makes it difficult to implement consumer protection in developing nations like Indonesia. Purba added that "the integrated concept of legal protection for consumers is a relatively new idea that originated in developed countries." But now that this idea has spread to other areas, conversations concerning consumer rights are still pertinent and crucial to keep up with (Hartono, 2011).

An integrated mechanism that ensures the proportionate protection of the interests of people or groups is the perfect consumer protection law. According to Friedmann, "everyone will be judged by how the law treats people and how it distributes its benefits and costs." This is related to justice, which is the proportionality of protection for individuals or groups. Friedmann added that "every function of law, whether general or specific, is allocative." (Marzuki, 2007).

Currently, there is a trend to expand the scope of consumer protection law, as seen in The Economic Law and Improved Procurement System Project (ELIPS), which proposed nine key areas for the formulation of consumer protection laws. These areas include: first, addressing inequality in bargaining power; second, balancing freedom of contract with fairness in contracts; third, requirements for providing information to consumers, including general announcement laws and finance-related announcements; fourth, regulations on seller behavior, such as misleading instructions and deceptive trade practices; fifth, regulations on product quality, including warranties and safety; sixth, access to credit, including reporting, credit, and non-discrimination; seventh, limits on the right to terminate the guarantee period; eighth, price regulations; and ninth, corrections (Nasution, 2010).

Online purchasing and selling is a popular option because it is very convenient, quick, and effective. It should come as no surprise that durable commodities are not the only items traded in this way. Business transactions carried out online are referred to as e-commerce, and they include :

1. Transactions via electronic data interchange (EDI) in a closed network.
2. Transactions via the internet, which are:
 - a. Remote and capable of crossing national borders
 - b. Involving parties who have never met face to face (faceless transactions), and may never do so.

E-contracts, sometimes referred to as electronic agreements or digital contracts, are utilized in e-commerce. In e-commerce transactions, these agreements are made electronically.

E-contracts, often known as digital contracts, have the following features:

1. Standardized contracts (in the form of a standard agreement).
2. Digital signatures.
3. Paperless (no physical paper used).
4. Faceless (no face-to-face interaction between business actors and consumers).
5. Cashless (payments are made digitally, without cash).
6. Borderless (agreements can take place across countries).
7. Multiple jurisdictions (applicable laws may include those from various countries).

The types of e-contracts or digital contracts include :

1. E-contracts for goods and services, which use the internet to make an agreement, followed by the physical delivery of goods.
2. E-contracts for information and services, where the agreement and delivery are both carried out via the internet.

Even with the benefits and ease of internet buying, there are still issues. Customers using this transaction model can only examine products through potentially manipulated images and read reviews from prior customers; they are unable to physically see, touch, or smell the items they want to purchase. The real products could therefore differ from the website's description or pictures. Additionally, internet transactions are borderless because they can take place anywhere in the world.

The development of this trading paradigm may result in disputes between business players and customers. Because internet trade can occur across national borders, it becomes more difficult to resolve consumer concerns because of potential legal issues and the need to choose the best platform for doing so.

Since consumer protection is a crucial component of the state's duty to preserve social welfare from any kind of wrongdoing or damaging acts that consumers may encounter, the state must also protect consumer rights. The use of standard clauses by corporate entities that can endanger customers is one aspect of this protection. Legal clarity is therefore essential for

customers to obtain correct information about products and/or services and for resolving problems, including disputes.

Although digital business activities are still relatively new and have not yet been fully and precisely controlled, there is a need to govern consumer protection for users of online buying and selling applications. These developments must be reflected in future consumer protection legislation, especially in the contemporary digital era. Therefore, the Law on Trade and other relevant laws first addressed computerized trading platforms.

4. CONCLUSION

Despite the fact that Law Number 8 of 1999 on Consumer Protection provide a basic legal foundation, Indonesian consumers' legal protection in online transactions still faces several obstacles. This law protects the rights of consumers, including the rights to compensation, safety, and plain information. However, because of things like inadequate oversight, challenges with cross-jurisdictional law enforcement, and a lack of consumer understanding of their rights, its application in the digital sphere is still ineffective. More flexible policy changes for the digital age are required to address these problems. Some possible changes include adding provisions pertaining to online transactions to the Consumer Protection Law, improving oversight of e-commerce platforms, and developing an easier-to-use online complaint system.

REFERENCES

- Abdussamad, Z., & Muhtar, M. H. (2022). Etika penggunaan media sosial dalam promosi destinasi wisata di Desa Patoameme. *Akuntansi dan Humaniora: Jurnal Pengabdian Masyarakat*, 1(2), 132–139. <https://doi.org/10.38142/ahjpm.v1i2.339>
- Alulu, A. S., Dunga, W. A., & Abdussamad, Z. (2024). Akibat hukum yang ditimbulkan terhadap perjanjian keabsahan hukum pada perjanjian jual beli elektronik yang dilakukan anak di bawah umur menurut hukum kontrak dan Undang-Undang Nomor 19 Tahun 2016 tentang Informasi dan Transaksi Elektronik Aldan Syaifullah. *Aliansi: Jurnal Hukum, Pendidikan dan Sosial Humaniora*, 1(4), 125–136.
- Darnia, M. E., et al. (2023). Strategi penguatan hukum perlindungan konsumen dalam era digital. *Perkara: Jurnal Ilmu Hukum dan Politik*, 1(4), 44–58.
- Hartono, S. R. (2011). Perlindungan konsumen di Indonesia (tinjauan makro). *Jurnal Mimbar Hukum*, 10(39), 147.
- Irwansyah. (2020). Penelitian hukum: Pilihan metode dan praktik penulisan artikel. *Mirra Buana Media*.

- Kamba, S. N. M., et al. (2024). Peningkatan literasi digital melalui pelatihan hukum dalam mengatasi ujaran kebencian di media sosial. *Jurnal Abdidas*, 5(3), 241–245.
- Makarim, E. (2014). Kerangka kebijakan dan reformasi hukum untuk kelancaran perdagangan secara elektronik (e-commerce) di Indonesia. *Jurnal Hukum dan Pembangunan*, 2(3), 332.
- Marzuki, P. M. (2007). The need for the Indonesia economic legal framework. *Jurnal Hukum Ekonomi*, 9(3), 28.
- Miru, A., & Yodo, S. (2010). *Hukum perlindungan konsumen*. PT. Gaja Grafindo Persada.
- Nasution, A. (2010). *Sekilas hukum perlindungan konsumen*. Majalah Hukum dan Pembangunan.
- Novita, Y. D., & Santoso, B. (2021). Urgensi pembaharuan regulasi perlindungan konsumen di era bisnis digital. *Jurnal Pembangunan Hukum Indonesia*, 3(1), 46–58. <https://doi.org/10.14710/jphi.v3i1.46-58>
- Pangkerego, O. A., & Anis, F. H. (2018). Aspek hukum perlindungan konsumen terhadap jasa transportasi online menurut Undang-Undang No. 8 Tahun 1999 tentang Perlindungan Konsumen. *Jurnal Lex Privatum*, 6(3), 6.
- Putri, G. N., Gilalo, J. J., & Djuniarsono, R. (2024). Analisis perlindungan hukum bagi konsumen atas pengiklanan produk berbahaya oleh influencer. *Karimah Tauhid*, 3(4), 4929–4946. <https://doi.org/10.30997/karimahtauhid.v3i4.12948>
- Puwa, S. I. P., Puluhulawa, F. U., & Rahim, E. I. (2023). Gagasan ideal pengaturan perlindungan data pribadi sebagai bentuk hak privasi di Indonesia. *PALAR (Pakuan Law Review)*, 9(2), 25–37.
- Rahman, I., et al. (2023). Hukum perlindungan konsumen di era e-commerce: Menavigasi tantangan perlindungan konsumen dalam lingkungan perdagangan digital. *Jurnal Hukum dan HAM Wara Sains*, 2(08), 704–712. <https://doi.org/10.58812/jhhws.v2i08.605>
- Resti Riancana, N. M. Kasim, & Wantu, F. M. (2023). Perlindungan hukum bagi konsumen akibat periklanan produk kosmetik. *The Juris*, 7(2), 376–382. <https://doi.org/10.56301/juris.v7i2.1023>
- Tumbel, T. G. M., Senewe, E. V. T., & Setiabudhi, D. O. (2020). Perlindungan konsumen jual beli online dalam era digital 4.0. *Lex et Societatis*, 8(32), 73–92. Available at: http://hpj.journals.pnu.ac.ir/article_6498.html
- Widjaja, G., & Yani, A. (2011). *Hukum tentang perlindungan konsumen*. Gramedia Pustaka Utama.
- Yani, A., & Widjaya, G. (2003). *Hukum tentang perlindungan konsumen*. Gramedia Pustaka Utama.

- Yulia, S., & Eyato, C. (2024). Tinjauan implikasi hukum terhadap penagihan hutang melalui media sosial. *Jurnal Hukum, Politik dan Humaniora*, 1(3).
- Yuyut Prayuti. (2024). Dinamika perlindungan hukum konsumen di era digital: Analisis hukum terhadap praktik e-commerce dan perlindungan data konsumen di Indonesia. *Jurnal Interpretasi Hukum*, 5(1), 903–913.
<https://doi.org/10.22225/juinhum.5.1.8482.903-913>